



**FIRST – TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **BIR/00CU/MNR/2024/0157**

Property : **28 Birch Lane High Heath Walsall WS4 1AR**

Tenant : **Steven Fiore**

Landlord : **Christopher Sylvester**

Type of Application : **An application under section 13(4) of the Housing Act 1988 referring a notice proposing a new rent under an Assured Periodic Tenancy, to the Tribunal.**

Tribunal Members : **Mr N Wint FRICS**
Mrs J Rossiter MRICS

Date of Hearing : **24 October 2024**

Date of Decision : **05 June 2025**

DECISION

Decision

The Notice proposing a new rent is invalid and of no effect. It does not comply with s13(2) Housing Act 1988 (the 1988 Act) because the proposed increase in rental does not commence on the correct date in accordance with the new period of the tenancy. The Tribunal has no jurisdiction to determine the application which is struck out under Rule 9(2)(a) of the Tribunal Procedure (First—tier Tribunal) (Property Chamber) Rules.

Introduction

1. By an application dated 14 June 2024, the Tenant of the Property, referred the Notice of increase of rent served by the Landlord proposing a new rental of £620 per month starting on 29 June 2024 to the Tribunal.
2. The case was listed for a hearing on 24 October 2024 following an inspection carried out on the same day. The Tribunal received Reply Forms from both the Landlord and Tenant. At the hearing only Mr Fiore was in attendance, Mr Sylvester having failed to do so despite prior notification and several subsequent attempts to contact him by the clerk on the day.
3. At the hearing, the Tribunal went through the documents and submissions it had received and heard evidence from Mr Fiore. Mr Fiore explained he currently pays £520 per month which he advised commenced on 1 April 2022. According to the tenancy agreement supplied by Mr Fiore the tenancy commenced on 4th October 2013 with the initial rent of £450 per month then payable on the 28th day of each month.
4. However, the Landlord's rent notice dated 29 May 2024 specifies that the starting date for proposed new rent as being 29 June 2024.
5. Following the hearing, a review of the application was carried out by a Procedural Judge as it appeared to the Tribunal that the Landlord's Notice may be invalid as follows:
 - a) The proposed increase in rent does not appear to commence at a new period of the tenancy. From the information provided, the tenancy commenced on 4th October 2013, the period of the tenancy is monthly, and the rent is payable on the 28th day of each month. The proposed rent increase date of 29th June 2024 specified on the notice does not therefore appear to be at the beginning of a new period of the tenancy.

6. The date in paragraph 4 of the Notice (29 June 2024) must comply with the three requirements of section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003.
7. The **first requirement**, which applies in **all** cases, is that a minimum period of notice must be given before the proposed new rent can take effect. That period is:
 - One month for a tenancy which is monthly or for a lesser period, for instance weekly or fortnightly;
 - Six months for a yearly tenancy;
 - In all other cases, a period equal to the length of the period of the new tenancy – for example, three months in the case of a quarterly tenancy.
8. The **second requirement** applies in **most** cases (but there are two exceptions):
 - (a) The starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, **unless**
 - (b) That would result in an increase date falling one week or more before the anniversary of the date in paragraph 3 of the notice, in which case the starting date must not be earlier than 53 weeks from the date on which the rent was last increased.

This allows rent increases to take effect on a fixed day each year where the period of a tenancy is less than one month. For example, the rent for a weekly tenancy could be increased on, say, the first Monday in April. Where the period of a tenancy is monthly, quarterly, six monthly or yearly, rent increases can take effect on a fixed date, for example, 1st April.

9. The two exceptions to the second requirement, which apply where a statutory tenancy has followed on from an earlier tenancy, are:
 - where the tenancy was originally for a fixed term (for instance, 6 months), but continues on a periodic basis (for instance, monthly) after the term ends; and
 - where the tenancy came into existence on the death of the previous tenant who had a regulated tenancy under the Rent Act 1977.

In these cases the landlord may propose a new rent at once. However, the first and third requirements referred to in notes 15 and 18 must still be observed.

10. The **third requirement**, which applies in **all** cases, is that the proposed new rent must start at the beginning of a period of the tenancy. For instance, if the tenancy is monthly, and started on the 20th of the month, the rent will be payable on that day of the month, and a new rent must begin then, not on any other day

of the month. If the tenancy is weekly, and started, for instance, on a Monday, the new rent must begin on a Monday.

11. The rent notice fails on the third requirement and therefore appears invalid.
12. The Tribunal wrote to the parties inviting their comments concerning the incorrect date in the Landlord's rent notice. Neither party responded.

Decision

13. For the reason given above, the Tribunal does not have jurisdiction and therefore proposes to strike out the application under Rule 9 (2) (a) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
14. The Tribunal therefore determines that the landlord's Form 4 did not comply with statutory requirements.
15. The ultimate authority for determining whether or not a Rent Increase Notice is valid is the County Court (see *Mooney v Whiteland* [2023] EWCA Civ 67) however the Tribunal must be satisfied on balance that the Notice is valid for its jurisdiction to be engaged.
16. In *Mooney v Whiteland* [2023] EWCA Civ 67 the Court of Appeal found that "the rent assessment committee (the Tribunal) did not have jurisdiction to determine the validity of the section 13 notice". Although it also provided that "*That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice.*"
17. The Tribunal is of the view that the Notice is invalid for the reasons set out above, and it has nothing to decide in light of the invalidity of Form 4. For these reasons it strikes out the application.

Appeal

18. If either party is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties and must state the grounds on which they intend to rely in the appeal.

Tribunal Chair Nicholas Wint FRICS